

AGREEMENT BETWEEN THE BOROUGH OF ALLENTOWN,  
A MUNICIPAL CORPORATION LOCATED AT 8 NORTH  
MAIN STREET IN THE BOROUGH OF ALLENTOWN,  
MONMOUTH COUNTY, NJ, HEREINAFTER KNOWN AS  
THE BOROUGH AND F.O.P. LODGE #114/N.J. F.O.P.  
LABOR COUNCIL IN REFERENCE TO A COLLECTIVE  
BARGAINING AGREEMENT EFFECTIVE JANUARY 1, 2012  
THROUGH DECEMBER 31, 2014 IN RELATION TO THE  
POLICE OFFICERS IN THE BOROUGH OF ALLENTOWN

WHEREAS, the parties have reached an agreement for extension  
of the terms of the contract that terminated on December 31, 2011,  
which extension will be for a three year period of time; and

WHEREAS, the current contract will be extended with the terms  
as set forth in said contract subject to the changes as set forth  
herein, as agreed to between the parties; and

WHEREAS, the parties hereto agree that the changes are  
appropriate, necessary and fairly entered into between the parties  
hereto; and

WHEREAS, the Borough Council feels that said changes shall be  
in effect beginning on January 1, 2012 and ending on December 31,  
2014; and

NOW, THEREFORE, the Borough Council of the Borough of  
Allentown resolves as follows:

1. The current contract in effect between the parties hereto  
from January 1, 2011 through December 31, 2011 is hereby extended  
from January 1, 2012 through December 31, 2014 subject to the  
changes set forth herein.

2. The parties hereby acknowledge that Public Law 2011, Chapter 78, Pension and Health Benefits Reform Law, which took effect on June 28, 2011, has been implemented in the Borough of Allentown.

3. Under Section 9.03, 2 additional personal days, at 8 hours per day, for a total of 16 hours, shall be added, which conforms to the current 8 hours per day shift. Any future shift changes in scheduling would still be capped as above at 16 total hours.

3. The parties agree that there will be a total of 4% increase in compensation over a 3 year period as follows:

2012 @ 01.50%  
2013 @ 01.25%  
2014 @ 01.25%

4. The parties agree that the 2012 increase, which is anticipated to yield \$4,895 will not be applied to an individual's salary for 2012. It is agreed that there will be a new management tier of a Lieutenant's position and a position of Corporal. The current Sergeant's position will be left vacant and the concept of Officer in Charge will be eliminated.

5. The pool of \$4,895 for 2012 shall be applied as follows:

- Officer Houch will receive \$984.
- Employer contributions toward taxes at \$376 and \$351 will both be deducted from the \$4,895 pool yielding a net of \$3,184 to be distributed at \$2,150 over the base Sergeant's position

currently at \$77,572 to create the Lieutenant's position for a 2012 base salary of \$79,722 while the \$1,034 is to be applied to Patrolman Stab to create a Corporal Stab position on his 2011 base of \$71,984 to create a 2012 base of \$73,018. This will be the distribution of the total 01.50% agreed increase, rounded to the nearest dollar, estimated for purposes of this contract and subject to actual implementation by the CFO.

6. The parties agree that the salary schedule for 2012, 2013 and 2014 is as stated hereinafter:

	<u>2012 Base</u>	<u>2013 at 01.25%</u>	<u>2014 @ 01.25%</u>
Lt. Panckeri	\$79,722	\$80,719	\$81,728
Cpl. Stab	\$73,018	\$73,931	\$74,855
Officer Lerche	\$71,984	\$72,884	\$73,795
Officer Maletesta	\$71,984	\$72,884	\$73,795
Officer Houck	\$33,787	\$34,801	\$37,585

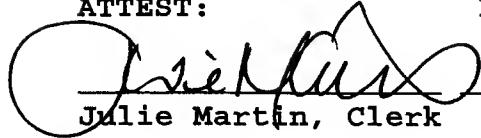
7. All other terms of the agreement that was in effect for the last three years will continue in its current form, except as amended herein.

IN WITNESS WHEREOF, the Borough of Allentown has caused its corporate seal to be affixed hereto and attested by its Borough Clerk and these presents to be signed by its Mayor and the Association has caused these presents to be signed by its proper

corporate officers and caused its proper corporate seal to be affixed.

ATTEST:

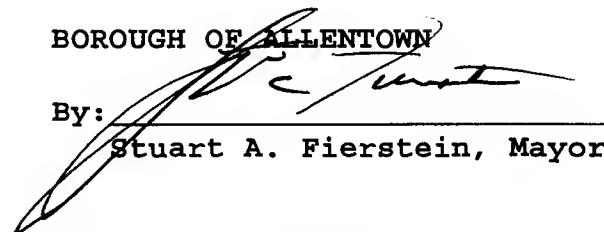
DATED:

  
Julie Martin, Clerk

7/31/10

BOROUGH OF ALLENTOWN

By:

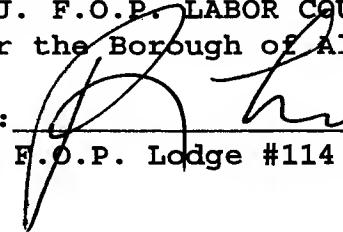
  
Stuart A. Fierstein, Mayor

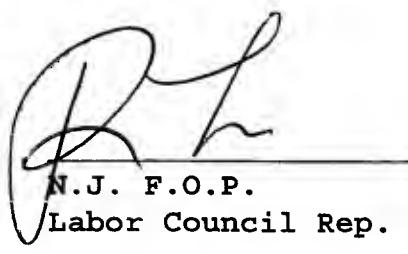
F.O.P. LODGE #114

N.J. F.O.P. LABOR COUNCIL

For the Borough of Allentown

By:

  
F.O.P. Lodge #114 Rep

  
N.J. F.O.P.  
Labor Council Rep.

07-30-12

**RESOLUTION R-116-2012**

**BOROUGH OF ALLENTOWN  
COUNTY OF MONMOUTH  
STATE OF NEW JERSEY**

**RESOLUTION APPROVING POLICE CONTRACT  
COMMENCING JANUARY 1, 2012 AND ENDING DECEMBER 31, 2014**

**Whereas**, the Borough of Allentown and the Police Officers who serve the Borough of Allentown have reached an agreement for new contract terms for a three year period of time from January 1, 2012 through December 31, 2014; and

**Whereas**, the officers, through their local union, F.O.P. Lodge #114/N.J. F.O.P. Labor Council, have agreed to the terms of the contract; and

**Whereas**, the police officers, through their appropriate representatives, have signed the contract; and

**Whereas**, said contract is appropriate in order to protect the health, safety and welfare of the citizens of the Borough of Allentown.

**Now, Therefore, Be It Resolved** by the Borough Council of the Borough of Allentown as follows:

1. The proposed three year contract commencing on January 1, 2012 and ending December 31, 2014 is hereby approved.
2. The Mayor and Clerk and authorized to sign said contract once it has been presented by the police officers with appropriate signatures in order to bind the Borough of Allentown.
3. The within contract is subject to continued availability of funds.

Moved by: C/Wimer

Seconded by: C/Mount

Roll Call:      Ayes: C/Wimer, C/Schumahcer, C/Rose, C/Mount, C/Hunter,  
                  Nays: None  
                  Abstain: None  
                  Absent: None

I do hereby certify the above to be a true copy of a resolution adopted by the  
Governing Body of the Borough of Allentown at a regular meeting held July 31, 2012.



JULIE MARTIN, RMC  
Municipal Clerk

**RESOLUTION R-76-2012**

**BOROUGH OF ALLENTOWN  
COUNTY OF MONMOUTH  
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING EXTENSION OF THE  
ALLENTOWN POLICE CONTRACT**

**Whereas**, the Contract between the Borough of Allentown and the Police Department was in existence through December 31, 2011; and

**Whereas**, said Contract was extended upon agreement between the Borough of Allentown and the F.O.P. Lodge# 114/N.J.F.O.P. Labor Council through March 31, 2012; and

**Whereas**, the parties continue to negotiate; and

**Whereas**, the parties are close to resolving issues for an extended Contract for several years; and

**Whereas**, the parties agree to extend the present terms of the Contract until the full, new negotiated Contract is completed.

**Now, Therefore, Be It Resolved** by the Borough Council of the Borough of Allentown as follows:

1. The Contract presently in existence between the Borough of Allentown and F.O.P. Lodge # 114/N.J.F.O.P. Labor Council which has been extended through March 31, 2012 is hereby extended for an additional sixty (60) days through May 31, 2012.
2. The parties will continue to negotiate in good faith to reach an agreement between the parties for future years for police protection for the Borough of Allentown.
3. The within document is being signed by a representative of F.O.P. Lodge # 114/N.J.F.O.P. Labor Council to signify that they are in agreement with this.
4. This extension is conditioned upon the continued availability of funds.
5. This Contract extension is entered into in order to protect the safety, health and welfare of the citizens of the Borough of Allentown.

Offered by: C/Wimer

Seconded by: C/Rose

Roll Call: Ayes: C/Wimer, C/Schumacher, C/Rose, C/Mount, C/Anthony

Nays: None

Abstain: None

Absent: C/Hunter

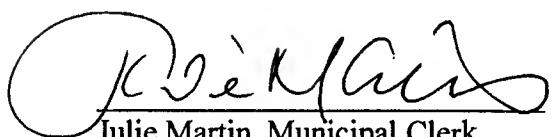
I do hereby certify the above to be a true copy of a resolution adopted by the Borough of Allentown at a regular meeting held March 27, 2012.



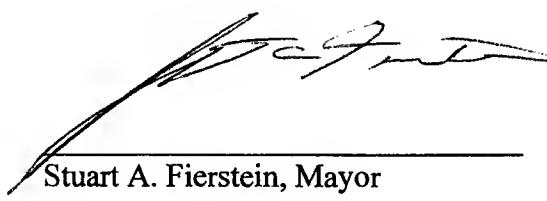
JULIE MARTIN, RMC  
Municipal Clerk

ATTEST:

BOROUGH OF ALLENTOWN



Julie Martin, Municipal Clerk

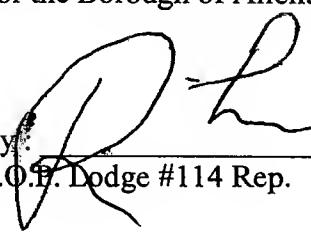


Stuart A. Fierstein

Stuart A. Fierstein, Mayor

F.O.P. LODGE #114  
N.J.F.O.P. LABOR COUNCIL  
For the Borough of Allentown

N.J.F.O.P. Labor Council Rep.

By:   
F.O.P. Lodge #114 Rep.

5:25 From: ALLENTOWN BOROUGH

6092597530

To: 6095862271

P.2/4

BOROUGH OF ALLENTOWN  
MONMOUTH COUNTY, NEW JERSEY

**COLLECTIVE BARGAINING AGREEMENT**

P. LODGE #114/N.J. F.O.P. LABOR COUNCIL

EFFECTIVE FROM JANUARY 1, 2007 TO DECEMBER 31, 2010

AGREEMENT made as of the                   day of January, 2007 by and between the BOROUGH OF ALLENTOWN, a municipality in the County of Monmouth, State of New Jersey, hereinafter referred to as "Employer" and the F.O.P. LODGE #114/N.J. F.O.P. LABOR COUNCIL, Allentown, New Jersey, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment of uniformed officers (hereinafter sometimes collectively referred to as "members" or "employees") of the Department of Police of the Borough of Allentown (Employer):

NOW, THEREFORE, in consideration of these promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer, as hereinafter defined, recognized as being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1.01

The Employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit as defined in Article I, Section 1.02, herein for the purpose

of collective bargaining, settlement of grievances and all activities and processes relative thereto.

**SECTION 1.02**

The bargaining unit shall consist of all full-time police officer and sergeants of the Department of Police of the Borough of Allentown, New Jersey, now employed or hereinafter employed, except the Chief of Police. The decision as to whether or not to retain any probationary employee rests exclusively with the Borough and the terms of this contract do not apply to that decision.

**SECTION 1.03**

This agreement shall govern all wages, hours and other conditions of employment as hereinafter set forth.

**SECTION 1.04**

This agreement shall be binding upon the parties hereto and their successors, as permitted by law.

**ARTICLE II**

**COLLECTIVE BARGAINING PROCEDURE**

**SECTION 2.01**

Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Mayor and Council of the Employer or

their designee or designees, and a designee of the Association, or designees shall be the respective bargaining agents for the parties.

#### SECTION 2.02

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

#### SECTION 2.03

Employees of the Employer, who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of the collective bargaining agreement, will be excused, conditions permitting, from their work assignments provided, however, that no more than one (1) employee shall be excused for any bargaining session.

### ARTICLE III

#### CONDUCTING UNION BUSINESS ON EMPLOYER'S TIME

##### SECTION 3.01

The Employer shall permit members of the Association's Grievance Committee, to appoint one (1) member as liaison, to conduct the business of the Committee, which consists of conferring with employees and representatives of the Employer on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay.

provided the conduct of the said business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty police officer to bring the Department of Police to its proper effectiveness.

#### SECTION 3.02

The Employer agrees to grant the necessary time off, without loss of pay, to the members of the Association selected as delegates to attend any State or National convention of the New Jersey Fraternal Order of Police as provided under N.J.S.A. 11:26C-4.

### ARTICLE IV

#### DISCRIMINATION AND COERCION

##### SECTION 4.01

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, sex, creed, color or national origin.

ARTICLE VINJURY LEAVE AND SICK LEAVESECTION 5.00

Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave at full pay at the rate of pay in existence at the time of his injury, for the period he is incapacitated by such injury, illness or disability; or until such time as he has been accepted for retirement by the Public Employee Retirement System. Any officer so injured shall not have his sick time charged for the period he is incapacitated. The Borough has the right to require verification of said incapacity. Any payments of temporary disability insurance by the Borough or its Workman's Compensation Insurance Carrier or from legal settlement or judgment from a third party shall be credited toward the full pay set forth above.

SECTION 5.01

Sick leave will be accumulated at the rate of 6.67 hours per month with a maximum amount of sick leave per year to be eighty (80) hours based on a ten hour work day. During the probationary six (6) month period, sick leave credit may be earned but not taken until after the employee has successfully completed the

probationary period.

**SECTION 5.02**

Each employee shall give reasonable notice, where and when possible, to the Chief of Police or the officer in charge when that employee will be absent because of injury or sickness.

**SECTION 5.03**

Failure to give notice as required may result in loss of sick leave credit for that day and/or may constitute cause for disciplinary action. After the notice is given, the employee may be required to give a doctor's certification to the Chief of Police/Public Safety Director concerning the illness or injury for which the employee was absent.

**SECTION 5.04**

Employees are subject to disciplinary action by the Chief of Police for the willful, malicious and negligent use of sick leave by the employee.

**SECTION 5.05**

Sick leave is not to be taken in conjunction with vacation or personal time.

**SECTION 5.06**

Sick leave may be used by employees who are unable to work because of personal illness, accident, illness in his or her

immediate family which requires his or her attendance upon the ill person, quarantine restrictions, pregnancy or disabling injuries. For the purpose of this subsection, "immediate family" means a spouse, child, parent, or unmarried brother or sister or a relative or dependent living under the same roof.

#### ARTICLE VI

#### HOURS OF EMPLOYMENT/SHIFT SCHEDULE/MANPOWER

##### SECTION 6.01

Hours of employment, shift scheduling and manpower requirements are at the discretion of the Chief of Police/Public Safety Director provided that in the case of an emergency, the Mayor, Chief of Police or the Chairman of the Public Safety Committee of the Borough Council shall have full authority to summons and keep on duty any and all such members during the period of emergency.

##### SECTION 6.02

The assignment of employees to shift schedules and tours of duty is recognized as a prerogative of the Employer. The Employer retains the right to change the current shift schedule and tours of duty in any manner, including, but not limited to, the number of hours of work per day, the hours during the day each officer must work (tour of duty), the number of days worked or days off per

week, and the scheduling of days worked and days off, whenever the Employer determines that such change is necessary.

#### SECTION 6.03

Employees shall be given twenty-four (24) hour notice of any changes in the posted work schedule, except as necessitated by emergency conditions.

#### SECTION 6.04

The Borough Council, based on availability of funds, shall attempt to maintain funding requirements to maintain the ability of a minimum full person staff supplemented within the budget by overtime and use of special police or part time officers (Chief, Sergeant, 3 full time officers). Full time officers are hired for 2080 hours per year.

### ARTICLE VII

#### COMPENSATION FOR OVERTIME

##### SECTION 7.01A

Whenever an employee is required to work for any period of time in excess of his or her regular work hours as defined by the work schedule, then this additional time shall be considered overtime.

##### SECTION 7.01B

Whenever an employee is asked to work when unscheduled to work

for said time, the overtime will be paid for the actual hours worked. However, whenever an employee is called in on short notice, that employee will be paid a minimum of a 2 hour wage for the calling.

#### SECTION 7.02

For purposes of computing the employee's hourly rate, the Employer shall take the employee's yearly salary, as set forth in Exhibit A for 2007 and shall divide this salary by 2080. This rate is the one which shall be used for all salary computations which require the use of an hourly rate.

#### SECTION 7.03

The provisions of this Article are applicable to all overtime regardless of the type or nature of work performed during the overtime, but shall not include special assignments for the school or other off-duty details.

#### SECTION 7.04

No employee shall be entitled to paid overtime unless such overtime is ordered, authorized or approved by his commanding officer, such order, authorization or approval to be recorded and maintained with the records of the Department in a form to be determined by the Chief of the Department of Police and the Chairman of the Public Safety Committee of the Borough Council.

**SECTION 7.05**

Any officer required to report for duty after completion of a regular shift and prior to the start of his next regularly scheduled shift shall receive additional compensation at the overtime rate for the number of hours worked.

Normal and routine shift rotations and changes and shift changes agreed upon between individual officers shall not entitle the officer to such additional compensation.

**ARTICLE VIII****WAGES****SECTION 8.01**

The parties have agreed that there should be a 4 percent increase each year during the four year contract, as set forth herein, with the general provisions in relation to that increase to be set forth hereinafter as follows:

Any police officer in the Borough of Allentown under Levels A and B of the previous contract that terminated as of December 31, 2006 shall participate in the increases, as set forth in the within contract. The pool of money that is available for the year 2007, based on a 4% increase, is \$351,570.45. The second pool of money, based on a 4% increase for the year 2008, is \$365,633.27. The third pool of money, based on a 4% increase for the year 2009, is

\$380,258.60. The fourth pool of money, based on a 4% increase for the year 2010 is \$395,468.94. This totals \$1,492,931.26 based on a 4% increase over a four year period of time.

The parties agree that the effective distribution to the officers under the Level A and B category, as set forth above, shall be as set forth on Exhibit A attached hereto.

Attached hereto as Exhibit A to this contract is a new salary level of A thru E, which shall be effective as of the first of January, 2007. The parties agree that any officer who was covered under the previous contract, who is less than a Level B as of December 31, 2006, shall not participate under the steps, as set forth in this new contract, until that police officer's status is a Level A status. Any police officer, who was less than a Level B, in the previous contract shall proceed thru levels under the old contract, which levels are as follows: Level C - \$40,659 and Level B - \$48,300.90. At the time that any police officer was previously a level less than B under the contract terminating on December 31, 2006, that once Level A police officer shall be accepted into a Level A position and then will be covered under the new Level A under the contract that covers 2007 thru 2010.

The parties agree that there will be a newly created Level E and the new four year contract with the steps in Level E for the

new 4 year term contract are set forth on Exhibit A attached hereto.

There are no other changes in the contract language for the years 2007 thru 2010 and the same language will be apply from the previous contract, except for the changes set forth herein.

#### ARTICLE IX

##### HOLIDAYS AND PERSONAL TIME

###### SECTION 9.01

Any holiday pay earned by an officer during the first half of the year, which is defined from January 1 through June 30 of a particular year, shall be paid for by the Borough on the second pay period of July. Any holiday pay that is earned by a full-time officer for the period of July 1 through December 31, shall be paid for by the Borough at the time that the last pay period is paid in November of a particular year.

###### SECTION 9.02

It is recognized by both parties that by reason of Department business, employees of the Department of Police are not able to be excused from working on such holidays as are normally enjoyed by other Borough employees. Therefore, in lieu of receiving days off on such holidays, each full-time employee of the Department of Police will receive a full day's pay in addition to his regular salary. For this purpose, in the event that any of the aforesaid

allowed paid holidays fall on a non-duty day, said holiday shall be deemed to have fallen on a regular working day.

**SECTION 9.03**

Employees shall be entitled to 30 hours, based on a 10 hour work day, with pay annually for the purpose of conducting business of a personal nature. Employees shall notify employer or its designated representative in writing at least seventy two (72) hours prior to the requested day of absence except in an emergency and such absence shall be subject to employer's approval based upon manpower needs necessary to maintain shift strength in accordance with management's requirements.

**ARTICLE X**

**FUNERAL LEAVE**

**SECTION 10.01**

Employees shall be entitled to funeral leave with pay not exceeding three (3) days in the event of the death of a spouse, child, parent, brother, sister, spouse's child, mother-in-law, father-in-law, sister-in-law, brother-in-law or other relative living under the same roof.

ARTICLE XIPENSIONSSECTION 11.01

Employer shall continue to provide contributions to employee's pension in accordance with the presently existing practice.

ARTICLE XIIVACATIONSSECTION 12.01

(1) Full time employees shall accrue paid vacations as follows:

(a) After six (6) months employment, if employed prior to March 1st of the calendar year: one (1) week's vacation equal to forty 40 hours based on a ten hour work day, provided that employment is not terminated before the end of said year. If employment is terminated before the end of said year, one (1) week's salary shall be withheld from the employee at the time of termination of employment as compensation for the one (1) week's vacation time.

(b) After one (1) year of employment: two (2) week's vacation equal to eighty 80 hours based on a ten hour work day.

(c) After ten (10) years of employment: three (3) week's vacation equal to one hundred twenty 120 hours based on a ten

hour work day.

(d) For each year after ten (10) years of employment, one additional day of vacation based on a ten hour day.

### ARTICLE XIII

#### LONGEVITY PAY

##### SECTION 13.01

Each employee covered by this agreement shall, in addition to his regular wages and benefits, be paid longevity increment as follows:

- (a) After 5 years of service - 1.0% of base annual salary
- (b) After 10 years of service - 1.75% of base annual salary
- (c) After 15 years of service - 2.5% of base annual salary
- (d) After 20 years of service - 3.25% of base annual salary

Each employee shall qualify for the longevity increment on the date of the anniversary of his full time employment and such increment shall be due and payable in the month in which his anniversary date falls. Time spent on suspension without pay status, upon a finding of guilty after final adjudication, or on leave without pay, except with regard to leave for military service with the armed forces of the United States of America, shall not be included in determining years of service. If after final adjudication, an employee is found not guilty of charges specified against him, all time during such suspension shall be included in determinant years of service.

included in determining years of service. If after final adjudication, an employee is found not guilty of charges specified against him, all time during such suspension shall be included in determinant years of service.

#### SECTION 13.03

At the Borough of Allentown's option, the Borough may change the clothing allowance system to provide for a cleaning service in lieu of the maintenance payment. Since the Borough chooses to do that, they have notified the police officers in question that it is changed to a cleaning service and the Borough will be responsible to pay for said cleaning service. Since the Borough opts to go to a cleaning service, then no maintenance allowance is applicable and shall no longer be required to be paid by the Borough.

#### SECTION 13.04

The clothing maintenance shall be used only for the repair, maintenance and cleaning of regulation uniform items, which employees are required to wear while on duty.

If an employee's uniform or civilian clothes are torn or damaged beyond repair while the employee is in the course of performing his duties, it will be replaced at Borough expense.

**SECTION 13.05**

The prescribed uniform shall be furnished at the expense of the Employer.

**ARTICLE XIV****HOSPITAL, MEDICAL AND PRESCRIPTION INSURANCE**

The present practice regarding hospital, medical and prescription insurance shall remain in effect for the life of this agreement or until such time as other mutual arrangements are made.

**ARTICLE XV****GRIEVANCE PROCEDURE****SECTION 15.01**

In the event that any dispute, difference or grievance shall arise between the Employer and any employee or between the Employer and the Association regarding the interpretation and application of this agreement, or regarding conditions of employment (including, but not limited to, the disciplining or discharge of employees), the parties involved in such dispute, difference or grievance shall first make bona fide attempt at a settlement thereof by the following procedure:

(a) Complaints may be initiated by an individual employee to the Chief of Police/Public Safety Director or his Deputy. If the complaint is not adjusted satisfactorily at this stage and the

employee wishes to enter a grievance, it shall be presented by the authorized Association representative.

(b) When the Association wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

STEP 1. A duly authorized and designated representative of the association shall present and discuss the grievance or grievances orally with the Chief of Police/Public Safety Director or his designated representative. The Chief of Police/Public Safety Director shall answer the grievance orally within five (5) days.

STEP 2. If the grievance is not resolved at Step 1, or if no answer has been received by the Association within the time set forth in Step 1, the Association shall present the grievance within ten (10) days, in writing, to the Public Safety Director. This presentation shall set forth the position of the Association, and at the request of either party, or the Director, discussions may ensue. The Public Safety Director shall answer the grievance, in writing, within ten (10) days after receipt of the grievance setting forth the position of the Employer. The written grievance shall contain:

(1) The general description of the relevant facts from which

the grievance arose.

(2) The specific Article and section of the contract or rule, regulation or statute which has allegedly been violated.

(3) The date or dates of the alleged violation.

(4) The relief requested.

(5) A signature of an authorized Association representative.

STEP 3. If the grievance is not resolved at Step 2, or no answer has been received by the Association within the time set forth in Step 2, the grievance may be presented, in writing, to the Mayor. The final decision of the Mayor shall be given to the Association, in writing, within fourteen (14) days after receipt of the grievance by the Mayor. Discussion may ensue in the interim period at the request of either party or the Mayor.

STEP 4. If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Mayor has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance in accordance with Article XVI - Arbitration hereinafter set forth.

#### SECTION 15.02

Nothing herein is intended to deny an employee the rights of appeal as expressly granted in the Revised Title 40 Laws of the

State of New Jersey.

**SECTION 15.03**

Nothing herein shall prevent an employee from processing his own grievance, providing the Grievance Committee may be present.

**ARTICLE XVI**

**ARBITRATION**

**SECTION 16.01**

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the grievance procedure herein provided, may be referred to an arbitrator as hereinafter provided.

**SECTION 16.02**

Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the Public Employment Relations Commission to appoint an arbitrator to hear the arbitration pursuant to its rules.

**SECTION 16.03**

The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

**SECTION 16.04**

The decision of the arbitrator shall be final and binding on the Association and the Employer.

**SECTION 16.05**

In the event the Association and the Employer cannot mutually arrive at a satisfactory arbitrator within twenty (20) days after receipt of the list from the Public Employment Relations Commission or the Public Employment Relations Commission shall select an arbitrator.

The costs of the arbitrator's services, if any, shall be shared by both parties equally and each of the parties shall bear its own costs.

**ARTICLE XVII****STRIKES AND OTHER JOB ACTION****SECTION 17.01**

The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Borough, and employees agree to be bound by all such laws, as they now exist or as they may be modified or amended from time to time.

ARTICLE XVIIIMANAGEMENT OF BOROUGH'S AFFAIRSSECTION 18.01

The employees recognize that areas of responsibility must be reserved to the Borough to serve the public effectively. Therefore, the right to manage the affairs of the Borough and to direct the working forces and operations of the Borough, subject to the limitations of this agreement, is vested and retained by the Borough, exclusively.

The management and the conduct of the business of the Borough and the direction of its working force are the rights of the Employer. The Employer shall have the right, subject to the terms herein contained, to hire employees, to classify, assign, transfer and promote them, to discipline or discharge them for cause, and in general, to maintain discipline, order and efficiency consistent with the rules and regulations of Title 40 Statutes. The Employer reserves the right to publish reasonable rules and regulations from time to time as it may be necessary and proper for the conduct of its business, provided that the same are not inconsistent with the terms of this agreement and as permitted by law, provided further that such rules and regulations are subject to the grievance and arbitration provisions of this agreement.

ARTICLE XIXADMINISTRATIVE CODE, ADMINISTRATIVE MANUALAND RULES AND REGULATIONSSECTION 19.01

Notwithstanding anything contained herein to the contrary, the employees hereby recognize and agree that the administrative code, administrative manual of the Employer and the rules and regulations of the Department of Police of the Department of Public Safety of the Employer continue in full force and effect with respect to the employees as they presently exist, including any amendments thereto, and are operative as to the employees, unless specific provisions are set forth herein in contravention of the matters set forth therein, in which event the provisions of this agreement shall prevail.

ARTICLE XXAPPLICABLE LAWSSECTION 20.01

The provisions of this agreement shall be subject to and shall not annul or modify existing applicable provisions of Federal, State and Local laws and ordinances or any properly enacted amendments, additions or deletions thereto, except as specifically permitted thereby.

ARTICLE XXIPROFESSIONAL LIABILITY INSURANCESECTION 21.01

The Borough agrees to obtain "Professional Liability Insurance" to cover employees covered by this agreement. Coverage will be provided in the amount of \$250,000.00 per occurrence, but in no event more than \$500,000.00 annual aggregate coverage.

The policy will pay on behalf of the police all sums, within the aforesaid limits, which said police officer shall become obligated to pay as damages because of (a) personal injury, and (b) bodily injury, and the insurance carrier shall have the duty to defend any suit against a police officer seeking damages on account of such injury even if any of the allegations of the suit are groundless, false or fraudulent. Coverage will not apply to any injury sustained by any paid full or part-time police officer; nor to willful violation of a penal statute or ordinance, or acts of fraud or dishonesty; nor to liability assumed by contract; nor to damage to property.

The definition of "personal injury" is false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, libel, slander, defamation of character, violation of property rights, and assault and battery (if committed while making or

attempting to make an arrest or while resisting an overt attempt to escape before such person has been before a magistrate).

#### ARTICLE XXII

##### DURATION OF AGREEMENT AND RENEGOTIATION

###### SECTION 22.01

This agreement shall be effective from the 1st of January, 2007 and shall continue in full force and effect until December 31, 2010. Either party shall have the right to renegotiation by written notice to the other outlining the specific areas and items of renegotiation at least ninety (90) days prior to the end of the term hereof or any renewal term. The parties agree that they will enter into negotiations on such requested modifications within fifteen (15) days after receipt by either party of such proposals by the other party and will continue such negotiations in good faith until a renewal of the within agreement, together with all agreed upon modifications, has been arrived by agreement.

IN WITNESS WHEREOF, the Borough of Allentown has caused its corporate seal to be affixed hereto and attested by its Borough Clerk and these presents to be signed by its Mayor, and the Association has caused these presents to be signed by its proper

DEC-17-2007 MON 12:22 PM Copi-Rite

FAX NO. 16095862271

P. 28/28

DEC-17-2007 MON 01:02 PM Turp, Coates, Essl & Drigger

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P. 28

EXHIBIT A

Borough of Allentown  
Police Contract Salaries and Wages

	<u>2007</u> <u>4.00%</u>	<u>2008</u> <u>4.00%</u>	<u>2009</u> <u>4.00%</u>	<u>2010</u> <u>4.00%</u>
Sgt.	\$ 67,942.34	\$ 70,680.03	\$ 73,486.43	\$ 76,425.89
Corp.	\$ 65,485.22	\$ 68,115.03	\$ 70,838.83	\$ 73,673.21
Patrolman A	\$ 63,048.10	\$ 65,570.02	\$ 68,192.82	\$ 70,920.53
Patrolman B	\$ 48,300.90	\$ 50,232.83	\$ 52,242.25	\$ 54,331.94
Patrolman C	\$ 40,658.00	\$ 42,285.36	\$ 43,976.77	\$ 45,735.84
Patrolman D	\$ 36,594.63	\$ 37,018.42	\$ 38,499.18	\$ 40,039.12
Patrolman E	\$ 30,530.27	\$ 31,751.48	\$ 33,021.54	\$ 34,842.40
	\$ 361,670.46	\$ 385,633.27	\$ 380,258.60	\$ 395,468.94

corporate officers and caused its proper corporate seal to be affixed the day and year first  
above written.

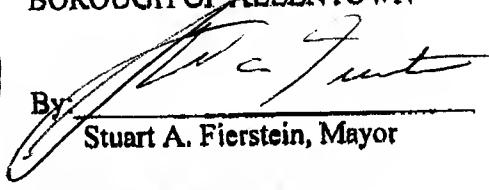
ATTEST:

  
Julie Martin, Clerk

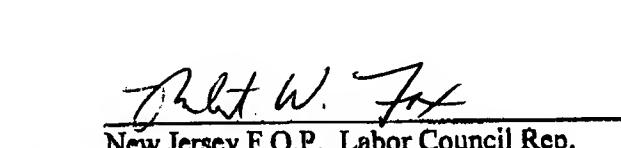
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BOROUGH OF ALLENTEW

By:

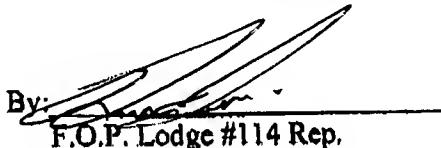
  
Stuart A. Fierstein, Mayor

F.O.P. LODGE #114  
N.J. F.O.P. LABOR COUNCIL  
For the Borough of Allentown

  
Robert W. Fox

New Jersey F.O.P. Labor Council Rep.

By:

  
F.O.P. Lodge #114 Rep.

AGREEMENT BETWEEN THE BOROUGH OF ALLENTOWN,  
A MUNICIPAL CORPORATION LOCATED AT 8 NORTH  
MAIN STREET IN THE BOROUGH OF ALLENTOWN,  
MONMOUTH COUNTY, NJ, HEREINAFTER KNOWN AS  
THE BOROUGH AND F.O.P. LODGE #114/N.J. F.O.P.  
LABOR COUNCIL IN REFERENCE TO A COLLECTIVE  
BARGAINING AGREEMENT EFFECTIVE JANUARY 1, 2007  
THROUGH DECEMBER 31, 2010 IN RELATION TO THE  
POLICE OFFICERS IN THE BOROUGH OF ALLENTOWN

WHEREAS, the parties have reached an agreement for extension  
of the terms of the contract that terminated on December 31, 2010,  
which extension will be for a one year period of time; and

WHEREAS, the current contract will be extended with the terms  
as set forth in said contract subject to the changes as set forth  
herein, as agreed to between the parties; and

WHEREAS, the parties hereto agree that the changes are  
appropriate, necessary and fairly entered into between the parties  
hereto; and

WHEREAS, the Borough Council feels that said changes shall be  
in effect for the year of 2011 beginning on January 1, 2011 and  
ending on December 31, 2011; and

NOW, THEREFORE, the Borough Council of the Borough of  
Allentown resolves as follows:

1. The current contract in effect between the parties hereto  
from January 1, 2007 through December 31, 2010 is hereby extended  
for January 1, 2011 through December 31, 2011 subject to the  
changes set forth herein.

2. The Bereavement Policy, as set forth in the previous contract, shall be changed so that the Bereavement Policy will be in accordance with the Allentown Personnel Policy, Section 3. That Allentown Personnel Policy is attached hereto as Schedule A and made a part hereof.

3. There will be a salary increase across the board for all police officers as set forth and covered by the agreement of 1.5% for the year 2011. This will be applied to the salary that was in effect for the year 2010.

4. There will be a requirement of 1.5% contribution towards the health care cost that cover the police officers in the Borough of Allentown, which contribution shall come from said police officers. In the event the State increases that requirement for contribution to health care beyond 1.5% during the year 2011 that is applicable to the 2011 salaries, then the 1.5% increase to health care costs may increase if the State of New Jersey determines there is an increase in the percentage. At this time, under the new State requirement, it is set at 1.5%.

5. All other terms of the agreement that was in effect for the last three years will continue in its current form, except as amended herein.

IN WITNESS WHEREOF, the Borough of Allentown has caused its corporate seal to be affixed hereto and attested by its Borough

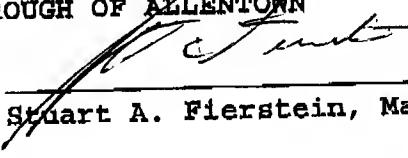
Clerk and these presents to be signed by its Mayor and the Association has caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be affixed.

ATTEST:

DATED:

  
Julie Martin, Clerk

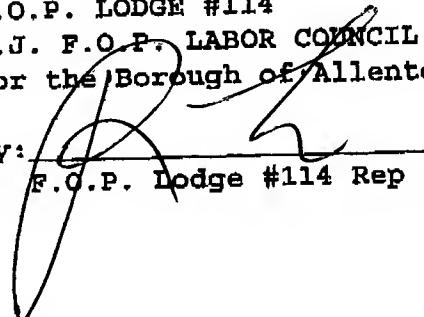
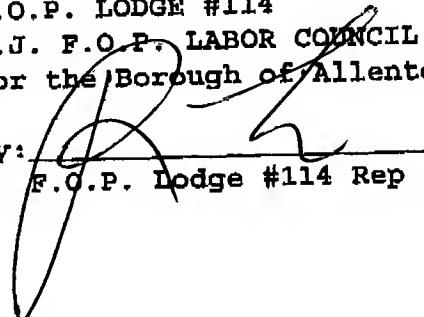
BOROUGH OF ALLENTEOWN

By: 

Stuart A. Fierstein, Mayor

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N.J. F.O.P.  
Labor Council Rep.  
F.O.P. LODGE #114  
N.J. F.O.P. LABOR COUNCIL  
For the Borough of AllentownBy: 

F.O.P. Lodge #114 Rep

AGREEMENT TO AMEND THE POLICE CONTRACT  
BETWEEN THE BOROUGH OF ALLENTEWON AND  
ALLENTEWON POLICE F.O.P. LODGE #114

WHEREAS, the Borough Council of the Borough of Allentown has agreed to a change in the structure of the payment to full-time police officers employed by the Borough of Allentown; and

WHEREAS, both the Borough of Allentown and Allentown Police F.O.P. Lodge #114 have agreed that the present contract is to be amended with a new salary schedule to be attached to the contract; and

WHEREAS, the Borough of Allentown, by previous resolution, had approved said salary change schedule with three additional steps; and

WHEREAS, said salary schedule change is in accordance with Schedule A attached hereto with the additional three steps attached thereto, with step A not being changed; and

WHEREAS, the parties hereto are in agreement to this change; and

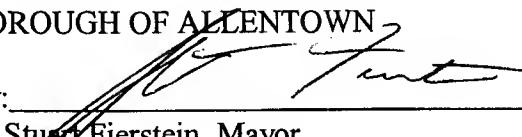
WHEREAS, the undersigned parties hereby agree that the salary schedule is changed in accordance with this document and in accordance with the attachment hereto.

ATTEST:

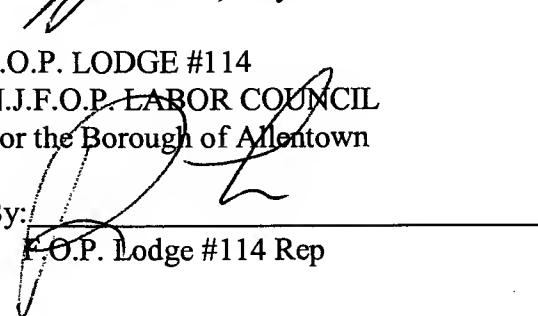
  
Julie Martin, Clerk

New Jersey F.O.P. Labor Council Rep

BOROUGH OF ALLENTEWON

  
By: \_\_\_\_\_  
Stuart Fierstein, Mayor

F.O.P. LODGE #114  
N.J.F.O.P. LABOR COUNCIL  
For the Borough of Allentown

  
By: \_\_\_\_\_  
F.O.P. Lodge #114 Rep

**Borough of Allentown  
Police Contract Salaries and Wages  
(2011 salary and wage amendment)**

	<u>2010</u> 4.00%	<u>2011</u> 1.50%	
SGT.	\$76,425.89	\$77,572.27	
Corporal	\$73,673.21	\$74,778.30	
Patrolman A	\$70,920.53	\$71,984.33	\$71,988.93
Patrolman B	\$54,331.94	\$55,146.91	\$64,189.87
Patrolman C	\$45,735.84	\$46,421.87	\$58,354.43
Patrolman D	\$40,039.12	\$40,639.70	\$53,049.48
Patrolman E	\$34,342.40	*\$35,372.67	\$48,226.80
Patrolman F	XXXXXX	*\$34,857.53	\$44,244.77
Patrolman G	XXXXXX	*\$33,811.80	\$40,591.53
Patrolman H	XXXXXX	*\$32,797.45	\$37,584.75
Patrolman I	XXXXXX	XXXXXXXXXX	\$34,800.70
Patrolman J	XXXXXX	XXXXXXXXXX	\$33,787.09
Patrolman K	XXXXXX	XXXXXXXXXX	\$32,803.00

\* = indicates new 2011 amendments to previous salary and wage and step schedule

**RESOLUTION R-168-2011**

**BOROUGH OF ALLENTOWN  
COUNTY OF MONMOUTH  
STATE OF NEW JERSEY**

**EXTENTION OF CONTRCT BETWEEN THE BOROUGH OF ALLENTOWN AND  
THE ALLENTOWN POLICE OFFICERS (F.O.P. LODGE # 114)  
THROUGH MARCH 31, 2012**

**Whereas**, a Police Contract exists between the Borough of Allentown and F.O.P. Lodge #114/N.J.F.O.P. Labor Council for police officers in the Borough of Allentown, which expires on December 31, 2011; and

**Whereas**, the parties to the contract are continuing to discuss resolving issues for an additional contract for a period of time; and

**Whereas**, the parties want the contract between the Borough of Allentown and F.O.P. Lodge #114/N.J.F.O.P. Labor Council on behalf of the police officers to continue in its present form through March 31, 2012; and

**Whereas**, the Borough of Allentown believes it is in the best interest of the citizens of the Borough of Allentown to continue that contract until a new contract is reached; and

**Whereas**, the members of F.O.P. Lodge #114/N.J.F.O.P. Labor Council agree that the contract should continue until a new contract is negotiated no later than March 31, 2012.

**Now, Therefore, Be It Resolved** by the Borough Council of the Borough of Allentown as follows:

1. The Contract that is presently in existence between the Borough of Allentown and F.O.P. Lodge #114/N.J.F.O.P. Labor Council on behalf of the Allentown Police Officers is to be continued in its form through March 31, 2012.
2. The parties will continue to negotiate in good faith to reach an agreement between the parties for the future years for police protection in the Borough of Allentown.
3. The within document is being signed by the representatives of F.O.P. Lodge #114/N.J.F.O.P. Labor Council to signify that they are in agreement with this extension of contract.
4. The extension of contract is subject to continued availability of funds.

Moved by: C/Zorovich

Seconded by: C/Rose

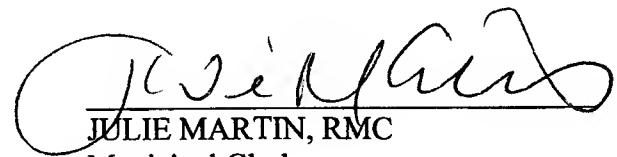
Roll Call: Ayes: C/Wimer, C/Schumacher, C/Zorovich, C/Rose, C/Mount, C/Hunter

Nays: None

Abstain: None

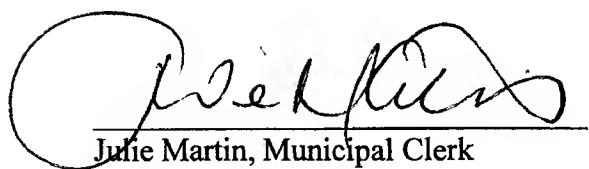
Absent: None

I do hereby certify the above to be a true copy of a resolution adopted by the Governing Body of the Borough of Allentown at a regular meeting held December 15, 2011.



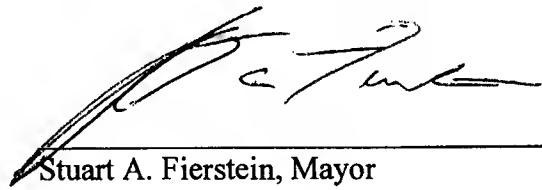
JULIE MARTIN, RMC  
Municipal Clerk

ATTEST:



Julie Martin, Municipal Clerk

BOROUGH OF ALLENTOWN



Stuart A. Fierstein, Mayor

New Jersey F.O.P. Labor Council Rep

F.O.P. LODGE #114  
N.J.F.O.P. LABOR COUNCIL  
For the Borough of Allentown



By: F.O.P. Lodge #114 Rep

**RESOLUTION R-107-2011**

**BOROUGH OF ALLENTOWN  
COUNTY OF MONMOUTH  
STATE OF NEW JERSEY**

**AMENDING EXISITING CONTRACT WITH ALLENTOWN POLICE  
F.O.P. LODGE #114 BY ADDITION THREE ADDITIONAL STEPS**

**Whereas**, there is a contract that is in existence between the Borough of Allentown and its police officers, which contract is a union contract that has several steps that has been adopted, in accordance with the Allentown Police FOP Lodge #114; and

**Whereas**, the Allentown Police and the Borough of Allentown are in agreement that said contract should be amended to add three steps to the contract, in accordance with Schedule A attached hereto; and

**Whereas**, all steps, except for Step A, will be changed with the addition of three additional steps; and

**Whereas**, both the Allentown Police and the Borough Council believes it is appropriate to amend said contract, in order to provide for the Borough of Allentown to be able to add on full time officer; and

**Whereas**, the Borough council believes that the addition to the contract, in accordance with Schedule A, will further protect the safety, health and welfare of the citizens of the Borough of Allentown.

**Now, Therefore, Be It Resolved** by the Borough Council of the Borough of Allentown as follows:

1. The existing contract with the Allentown Police through F.O.P. Lodge #114 is hereby amended to provide that three steps are to be added to the contract and that the steps in the contract are to be amended in accordance with Schedule A attached hereto. It is understood that that top level A will not be changed in any way.
2. The within resolution is subject to continued availability of funds in relation to said contract.

Moved by: C/Schumacher

Seconded by: C/Rose

Roll Call:      Ayes: None  
                  Nays: None  
                  Abstain: None  
                  Absent: C/Wimer, C/Zorovich

I do hereby certify the above to be a true copy of a resolution adopted by the Governing Body of the Borough of Allentown at a regular meeting held June 14, 2011.



The image shows a handwritten signature in black ink, which appears to read "Julie Martin". Below the signature, the name "Julie Martin" is printed in a standard black font, followed by the title "Municipal Clerk" in a smaller font.

Julie Martin, Municipal Clerk

**RESOLUTION R-44-2011**

**BOROUGH OF ALLENTOWN  
COUNTY OF MONMOUTH  
STATE OF NEW JERSEY**

**RESOLUTION AUTHORIZING EXTENSION OF THE  
ALLENTOWN POLICE CONTRACT**

**Whereas**, the Borough of Allentown and the PBA Local representing the policemen of the Borough of Allentown have reached an agreement to extend the present contract for one (1) more year from January 1, 2011 through December 31, 2011, which existing contract is for the previous three (3) year period; and

**Whereas**, said contract is to be extended, subject to terms as agreed to for said contract, with changes in healthcare contribution, salary increase and bereavement adjustment as set forth below; and

**Whereas**, the Borough of Allentown believes it is in the best interests of its citizens to extend said contract to protect the safety, health and welfare of the citizens of the Borough of Allentown.

**Now, Therefore, Be It Resolved** as follows:

1. The current contract in existence between the Allentown Police and the Borough of Allentown, which expired on December 31, 2010, is hereby extended for one (1) year under the same terms set forth therein, subject to the following:
  - a) There will be a one and one half (1.5%) percent salary increase across the board for all persons covered by said contract, with said salary increase to begin January 1, 2011.
  - b) The police employees as covered by said contract shall give a one and one half (1.5%) healthcare contribution to be applied to the cost of healthcare as covered under said contract. In the event that there is an increase on the State level for contribution beyond one and one half (1.5%) percent for healthcare contribution, the healthcare contribution will be increased in accordance with the State level increases that may come into effect during the year 2011.
  - c) The bereavement policy of the Borough of Allentown under the Borough of Allentown ordinances shall apply to this contract. Any bereavement policy set forth in the State contracts or rules and regulations will be superseded by the bereavement adjustment in the Borough of Allentown.

2. The Borough Council resolves that the extension of said contract for one (1) year, with the adjustments as set forth herein, is approved and the Mayor and Clerk are authorized to sign the necessary documents in question.
3. This resolution is subject to continued availability of funds.

Moved by: C/Schumacher

Seconded by: C/Wimer

Roll Call: Ayes: C/Schumacher, C/Wimer, C/Zorovich, C/Rose, C/Mount, C/Hunter  
Nays: None  
Abstain: None  
Absent: None

I do hereby certify the above to be a true copy of a resolution adopted by the Governing Body of the Borough of Allentown at a regular meeting held January 18, 2011.



Julie Martin, Municipal Clerk